

# ORDER

ORDER NO: SER/ 0654

Date of Order: 15 December 2016

*(To be quoted on all correspondence relating to this Order)*

<p>FROM (Ofwat):</p> <p>Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>Ofwat's representative: Robert Thorp</p> <p>T: +44 (0) 121 644 7500 DDI: +44 (0) 121 644 7543 E: <a href="mailto:robert.thorp@ofwat.gsi.gov.uk">robert.thorp@ofwat.gsi.gov.uk</a></p>	<p>TO (Contractor):</p> <p>F1F9 UK Ltd 149 Church Road Bath BA2 5JN</p> <p>Contractor's representative: </p> <p></p>
<p>SERVICES TO BE DELIVERED TO:</p> <p>As above</p>	<p>INVOICE ADDRESS:</p> <p><a href="mailto:finance@ofwat.gsi.gov.uk">finance@ofwat.gsi.gov.uk</a></p> <p>or</p> <p>Finance Team Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B4 5UA</p>
<p>Any Contract arising from this Order shall be governed by Ofwat's Standard Terms and Conditions for Goods and Services; Ofwat's Request for Quotation dated 8 November 2016 and subsequent conversations, the Contractor's Quotation dated 21 November 2016 and subsequent email dated 7 December 2016 and any enhancements thereto and provisions expressly listed herein.</p>	

## Description of Services Requirement:

FAST financial modelling training (PROC.05.0042)

## Amplification to the Terms and Conditions

Ofwat and the Contractor have agreed the following amplification to the terms and conditions:

Clauses 4 and 5 – Supplemented- Where Ofwat elects to use a member of its staff to support the facilitation of the training course, the Contractor will not be liable for any failure in the performance of

the member of staff in undertaking this duty. Ofwat will be responsible for ensuring the member of staff undertakes sufficient preparation, and is able to attend the agreed training days.

#### **6.4 Clause– Amended**

All intellectual property rights in any materials created or developed by the Contractor pursuant to the Contract or arising as a result of the provision of the Services shall vest in the Contractor. Delegates may use, print and store the training materials supplied by the Contractor to assist with their development as modellers. Upon termination of the Contract for any reason, the Supplier will immediately return and deliver to Ofwat all Ofwat materials and data provided by Ofwat to the Supplier for the purposes of the Contract,

#### **Clause 6.5 – Amended**

Ofwat may cancel any Purchase Order or part thereof by giving notice to the Contractor at any time prior to delivery. In the event that Ofwat exercises the rights of cancellation on accordance with this clause 6.5, the Ofwat shall reimburse the Contractor against any commitments, liabilities or expenditure incurred or to be incurred which are reasonably and properly chargeable by the Contractor in connection with the Contract, provided that:

6.5.1 the Contractor shall take all reasonable steps to mitigate any costs incurred, including cancelling all capital and recurring cost commitments, re-deploying staff, and terminating any contracts with sub-contractors or suppliers on the best possible terms; and

6.5.2 the Ofwat shall not be liable to pay any severance payment or compensation to the Contractor for loss of profits.

### **Contract Period**

The Commencement Date shall be 15 December 2016.

The expiry date is 31 March; terminated earlier in accordance with the Contract.

### **Contract Price**

The Capped Price for the two, 2 days training courses **£14,800**. A break-down of the Contract Price is set out in Appendix A.

The quotation below (and as set out in the Contractor's Proposal) will be the capped price payable by the Ofwat for the project and will only be exceeded by agreement between the Ofwat and the Contractor. Such agreement will only be given by the Ofwat where cost overruns have arisen as a result of the work involved being over and above that reasonably anticipated prior to the Ofwat's approval to commence work on the project.

This cost are all inclusive with the sole exceptions of:

- Disbursement for travel and accommodation expenses;
- Value Added Tax.

Any travel and accommodation required in connection with the project will be reimbursed on acceptance of copies of receipts and where appropriate a mileage log. Any Travel and Subsistence must be in accordance with the travel and accommodation rates as attached at Appendix B (rates are subject to changes, the Ofwat will advise the Contractor of any changes. Changes become applicable 30 days after the Contractor is advised of such changes.

## Training Dates

The Contractor is required to provide the training on the following dates

No	Deliverables	Training dates	Ofwat's Nominated Facilitator
1	First Training session*	16 -17 January 2017	Robert Thorp
2	Second training session *	To be agreed but must be complete before the 31 March 2017	TBA

\* The Contractor is required to deliver a two, two full-day training course (days to run consecutively) on the FAST modelling standard for up to 12 participants. At the end of the course students should have a good theoretical and practical understanding of the application of the FAST modelling standard.

## Invoicing and Payment

Payment will be due acceptance of the training in accordance Clauses 4 & 5 of the terms and conditions. Any travel and subsistence claims need to be invoiced monthly in arrears.

Key Deliverables	Percentage of Contract Price excl VAT and travel and accommodation
On acceptance of the first training session	50%
On acceptance of Second training session	50%

Payment will be due upon delivery of the training in accordance Clause 4 & 5 of Ofwat – Standard Terms and Conditions for Goods and Services.

All invoices shall contain the following information:

- the Order number (as stated above);
- a summary of the Services; and
- the line value; total value excluding Value Added Tax (VAT), the VAT percentage and total value including VAT.

Ofwat shall pay the Contractor within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with the payment profile set out above and the provisions of this Contract.

Invoices must not contain the Contractor's terms and conditions, nor can reference be made to the Contractor's terms and conditions. Invoices with the Contractor's terms and conditions printed on them or referred to therein will not be accepted by the Ofwat.

## Contractor's Key Personnel

The Contractor's instructor for the training will be chosen from their instructor team as detailed below:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

## Variation to Contract

Any amendments to the Contract must be **agreed in writing** in accordance with Clause 19 of the terms and conditions.

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## Formation of Call Off Contract

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter into a legally binding Contract with Ofwat to provide Ofwat the Services specified in this Order Form incorporating the rights and obligations in the Terms and Conditions

**For and on behalf of the Contractor:**

<b>Name</b>	[REDACTED]
<b>Position</b>	[REDACTED]
<b>Signature</b>	
<b>Date</b>	13 January 2017

**For and on behalf of Ofwat:**

<b>Name</b>	Robert Thorp
<b>Position</b>	Principal - Analytics
<b>Signature</b>	
<b>Date</b>	13 January 2017

## Appendix A – Break-down of the Contract Price

Programme element	Fee per unit	Units	Total Fee
Pre course access to F1F9 Academy for course participants	£ nil	24 participants	£ nil
Instructor time for two, 2 day course to be delivered in your offices	£3,400 per day (discounted from £4,000)	4 days	£13,600
Teaching Assistant time for two, 2 day course to be delivered in your offices.	£ nil (teaching assistant to be supplied by Ofwat)	4 days	£ nil
Post course access to F1F9 Academy for course participants	£ nil	24 participants	£ nil
Cost of printed course materials for 12 participants at £50 per course	£50 per course	24 participants	£1,200
<b>Total fees</b>			<b>£14,800</b>

For courses with more than 6 participants we employ the services of a teaching assistant to manage the different learning rates and ensure everyone receives the individual attention needed. As per the Request for Quotation we have assumed Ofwat will provide a suitably qualified teaching assistant for the course. We can provide an F1F9 teaching assistant, if it is inconvenient for Ofwat to provide one, assuming we are given sufficient notice. The cost of providing an F1F9 teaching assistant is £1,500 per day + expenses. The maximum number of participants on any course is 12.

## Appendix B – Ofwat’s Travel and Accommodation rates

### Accommodation:

Paid on actual expenditure within the following prescribed ceilings:

London	£165
Elsewhere	£115
Private residence	£25

These rates cover a 24 hour period for accommodation only, inclusive of VAT, receipts must be submitted.

### Mileage Rates:

25p per mile

A mileage log must be submitted (to/from, mileage/date, to see/purpose)

### Rail Travel

The actual cost of public transport (normally rail) may be reimbursed. Economy Class (second class) rail tickets should be purchased.